

EXHIBIT C

30(b)(6) Clay Copeland
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

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1 UNITED STATES DISTRICT COURT
2 MIDDLE DISTRICT OF GEORGIA

3 ROGER PARKER,
4 Plaintiff,

CIVIL ACTION FILE

5 vs.
6 PERDUE FOODS LLC,
7 Defendant.

NO. 5:22-cv-00268-TES

8
9 VIDEO 30(b)(6)DEPOSITION OF
10 PERDUE FOODS LLC
11 (CLAY COPELAND)
12 April 29, 2025
13 11:40 a.m.

14 Ogletree Deakins Nash Smoak & Stewart, PC
15 191 Peachtree Street NE
16 Suite 4800
17 Robyn Bosworth, RPR, CRR, CRC, CCR-B-2138

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1 the written transcripts.

2 Q Understood, but you sat in on the --

3 A Yes.

4 Q -- entirety of those depositions --

5 A Uh-huh.

6 Q If I could just finish my question. We've
7 been doing pretty good thus far.

8 You sat in for the entirety of those two
9 depositions?

10 A Yes.

11 Q And that was part of your preparation for
12 today's corporate testimony?

13 A Yes.

14 Q I'm handing you what has been marked as
15 Plaintiff's Exhibit 11.

16 (Plaintiff's Exhibit 11 was marked for
17 identification.)

18 BY MR. KLORFEIN:

19 Q Throughout today's deposition I'll refer
20 to what are called Bates stamps. These are just
21 numbers to help us keep track of documents that have
22 been produced in this litigation. And this
23 Exhibit 11 has Perdue 001611 at the bottom
24 right-hand corner.

25 Do you see that?

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1 A Yes.

2 Q So if I refer to Perdue 1611, that'll be
3 what I'm referring to with the Bates stamp.

4 Do you recognize this document?

5 A Yes.

6 Q What is it?

7 A The title is Poultry House Management
8 Guidelines, but it's a recommendation. It's more or
9 less educational materials for growers who may be
10 new to the business or, you know, a starting point.

11 Q And this document applies to all farmers
12 supplying the Perry, Georgia location?

13 A Yes.

14 Q Did this apply through -- from 2012
15 through 2019?

16 A Yes, the revision date on it is 2010, so
17 it would have still been in place unless you have a
18 new revision, but...

19 Q And if your counsel has not produced a
20 newer version --

21 A No.

22 Q -- then this would be the operative one?

23 A Yes.

24 Q Do you know if it still is today?

25 A Yes.

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1 Q This was provided to plaintiff?

2 A Yes.

3 Q Do you know when it was provided to
4 plaintiff?

5 A When he started his first flock.

6 Q And it's your testimony that these are not
7 guidelines, they're recommendations?

8 A Yes.

9 Q It does not say "recommendations" on this
10 sheet, right?

11 A That's right.

12 Q And it says: After a flock moves -- under
13 number 3 -- that growers are expected to remove all
14 caked litter form [sic] house and level remaining
15 litter.

16 Do you see that?

17 A Yes.

18 Q So that's a directive to remove the caked
19 litter?

20 MS. SANTEN: Object to form.

21 A It's the -- it's not a directive; it's,
22 again, a recommendation. There's different ways of
23 doing it, and that's up to the grower how they want
24 to prepare their litter. They could wind row it;
25 they could cake out. That's -- that's up to them.

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1 BY MR. KLORFEIN:

2 Q So you -- what was the first thing you
3 said besides caking out?

4 A Wind row.

5 Q What does that mean?

6 A You pile the litter up, you run through
7 there with a machine, and you pile it up into
8 mounds, and it goes through a heat and kills
9 bacteria.

10 Q Got it.

11 So a grower does not need to remove all
12 caked litter?

13 A Sometimes they would wind row it.

14 Q And do you know how many growers performed
15 that operation in Perry?

16 MS. SANTEN: Objection, outside the scope.

17 A I would say about 70 percent wind row, and
18 the other 30 percent cake out.

19 BY MR. KLORFEIN:

20 Q Number 7 says: Total cleanout, remove all
21 existing litter, in italics and bold and underlined.

22 Do you see that?

23 A Yes. Uh-huh.

24 Q That's not required?

25 A No.

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1 Q And Perdue does not require that there's a
2 minimum of 3 to 4 inches of depth of either pine
3 sawdust or dry peanut hulls?

4 A Yes, we would require 3 to 4 inches of
5 pine sawdust --

6 Q Number 8 --

7 A -- if you cleaned out.

8 Q Got it.

9 So those who did not clean out do not need
10 to do that?

11 A Right.

12 Q Do you know how many growers do not clean
13 out?

14 A No.

15 Q You don't assess that at all?

16 A No. It's up to them. Sometimes they do a
17 total cleanout; some folks do annually because they
18 want the value of the fertilizer. They sell the
19 litter and keep fertilizer -- or make money off
20 fertilizer.

21 Q And you're not able to tell me what
22 percentage of growers do that in Perry?

23 A No.

24 Q Number 8 says: Change water filters.

25 A Yes.

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1 Q Is that required?

2 A At some point you have to change your
3 water filters or they -- it restricts water to the
4 growers -- I mean to the birds. A water filter
5 would become so clogged that the birds can't get
6 water, and then, yes, it would be required because
7 it would be an animal welfare issue. We didn't
8 monitor the frequency of those change-outs.

9 Q You do monitor water flow, though, right?

10 A Yes.

11 Q Number 9 says: To check a generator, and
12 in italics and underlined, maintain generator log
13 weekly.

14 Do you see that?

15 A Yes.

16 Q Growers are required to maintain a
17 generator log weekly?

18 A That's part of their audit-ready bonus.

19 Q Got it.

20 So their pay might be impacted if they
21 didn't do this?

22 A Yes.

23 Q Their pay could be reduced if they didn't
24 do this?

25 A Yes.

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1 Q Number 10: Cut grass prior to placement.

2 A That's part of the audit-ready bonus.

3 Q Similarly, pay could be impacted if they
4 didn't do this?

5 A Yes.

6 Q On the next page, it says: 48 Hours
7 Replacement.

8 Excuse me: 48 Hours Preplacement.

9 Do you see that?

10 A Uh-huh.

11 Q And it notes under 3: Lower drinkers to
12 have nipples 4 inches off litter and level lines.

13 Do you see that?

14 A Yes.

15 Q Is that required?

16 A It's not a -- I would not say it's a
17 requirement. They have to -- the birds have to have
18 access to the water. 4 inches is no magic number or
19 anything like that. It's just the birds have to be
20 able to reach the water.

21 Q Got you.

22 So if it was 8 inches at preplacement,
23 would that be a problem?

24 A I don't know if -- a bird could not reach
25 the water if it was 8 inches above the litter. But

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1 if it was 3 inches, that might be okay.

2 Q And 2?

3 A Maybe. I'd have to see the size of the
4 chicks when they come in.

5 Q Got you.

6 And so if you determine that the chicks
7 are too large for a 2-inch nipple level, would you
8 instruct the grower to change that nipple level?

9 A Yes.

10 Q And you would require them to do so?

11 A I would --

12 MS. SANTEN: Object to form.

13 A I would require them -- the birds to have
14 access to water, and if it's not the right height,
15 they do not have access to water.

16 BY MR. KLORFEIN:

17 Q And you're the one who determines that,
18 right?

19 A I mean, it's a visual observation and --

20 Q Made by Perdue?

21 A And the grower.

22 Q Right, but if you and the grower disagree,
23 and you've made that visual observation, you could
24 direct the grower to change the nipple level?

25 A We could -- I mean, I've never told them

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1 they had to change it. I mean, they have an option
2 to change it. We usually tell them to adjust it,
3 and then it's their discretion where it lands. I
4 mean, you know, my opinion that it's high or low,
5 and then you adjust it.

6 Q Have you encountered growers refusing to
7 take that advice?

8 A No.

9 Q Number 8 says: Set
10 controllers/thermostats to maintain 90 degrees in
11 brood chamber.

12 Do you see that?

13 A Uh-huh.

14 MS. SANTEN: Say "yes" or "no." I'm
15 sorry.

16 A Yes.

17 MS. SANTEN: Sorry.

18 BY MR. KLORFEIN:

19 Q Does Perdue monitor the temperature that
20 growers set their grow houses to?

21 MS. SANTEN: Object to form.

22 A We would make a note of it in a flock
23 report.

24 BY MR. KLORFEIN:

25 Q To make that note you have to monitor it,

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1 right?

2 MS. SANTEN: Same objection.

3 A Yes.

4 BY MR. KLORFEIN:

5 Q And if Perdue determines that the
6 temperature is not properly set, it can tell a
7 grower to change that temperature?

8 A We always give the grower discretion to
9 adjust for bird comfort.

10 Q Are you able to tell me how many degrees
11 plus or minus the recommendation a grower is
12 permitted to change the temperature to?

13 A They adjust for bird comfort. As long as
14 the birds are comfortable, then they can adjust it
15 however much they want.

16 Q Right, but there's an upper or lower limit
17 to that, right?

18 A I mean, if you go too low or if you go too
19 high, the birds will not -- no longer be
20 comfortable, so there, you know -- there's obvious
21 limit based on what the birds look like.

22 Q And that's, again, assessed by Perdue,
23 right?

24 A And the grower.

25 Q Right, but if the -- if Perdue disagrees

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1 with the grower's assessment, they will let the
2 grower know, right?

3 A We will make a note that we disagree, and
4 then at the end of the flock if they perform poorly,
5 we would refer to that note.

6 Q And so a grower's pay might be impacted?

7 A No. We're not going to deduct pay because
8 they didn't follow a temperature. It might cause
9 them to perform poorly.

10 Q And, again, if performance is poor over a
11 certain period of time, Perdue might terminate the
12 relationship?

13 MS. SANTEN: Object to form.

14 A We would -- we have a PIP program. We
15 would follow the guidelines of that.

16 (Plaintiff's Exhibit 46 was marked for
17 identification.)

18 BY MR. KLORFEIN:

19 Q I'm marking Plaintiff's Exhibit 46, which
20 begins Bates Perdue 1664.

21 Mr. Copeland, do you recognize this
22 document?

23 A Yes.

24 Q What is it?

25 A It's a health plan signed by a

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1 ticket"?

2 A Yes.

3 Q What is a live haul ticket?

4 A It's a record of the weight that we
5 catch -- that we catch from the farm.

6 Q Have you seen that referred to as a
7 harvest delivery ticket, or is that something
8 different?

9 A I've never heard of a harvest delivery
10 ticket.

11 Q And live haul tickets use a numbering
12 system to track, what, a trailer?

13 A Yes.

14 Q So you know that the same trailer that
15 left is the same trailer that's coming back?

16 A Yes.

17 Q Is there a way to link that to the
18 grower's farm?

19 A We can track them through GPS.

20 Q You can track the trailer through GPS?

21 A The truck.

22 Q Is there a way to track the live haul
23 ticket to a farm? Is there an identifier on the
24 live haul ticket that matches it to the farm that it
25 went to?

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1 A They leave a copy on the farm, and then he
2 matches that ticket number when he gets his
3 settlement packet.

4 Q Got you.

5 So there's a numbering system that's left
6 with the grower?

7 A Uh-huh.

8 Q And so the grower checks to see if the
9 live haul ticket matches the trailer?

10 A The loads on his settlement.

11 Q And is there a way for the grower to link
12 that live haul ticket to the trailer that visited?
13 Is there an identifier for that truck?

14 A Yes.

15 Q That's listed on the live haul ticket?

16 A Yes, there's a truck number.

17 Q And is that live haul ticket then matched
18 at the plant to the truck number?

19 A Yes.

20 Q And there was testimony earlier that a
21 grower could observe the weighing that occurs at a
22 plant.

23 A Yes.

24 Q Do you agree with that?

25 A Yes.

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1 Q And that would require, though, the grower
2 actually go to the plant itself, right?

3 A Yes.

4 Q To leave their farm?

5 A Uh-huh.

6 Q Is that a yes?

7 A Yes.

8 Q So the only way to verify that this live
9 haul ticket measuring system was abided by is to
10 leave their farm, right?

11 A Yes.

12 Q Are you aware of inaccuracies as to the
13 live haul ticketing process matching up with
14 settlement?

15 A It's happened rarely.

16 Q What does "rarely" mean?

17 A Maybe once a year.

18 Q Once a year per grower, something else?

19 A No.

20 Q Once a year nationwide?

21 A In the -- in the Perry facility. I'm only
22 speaking for Perry.

23 Q And you said that that's happened once per
24 year in Perry?

25 MS. SANTEN: Objection, outside the scope.

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1 A I'm just speculating.

2 BY MR. KLORFEIN:

3 Q Well, you are prepared to talk about the
4 compensation in Perry, right?

5 A Yes.

6 Q And part of that compensation involves
7 live haul tickets, right?

8 A Yes, but I don't have an accurate number
9 as to how often mistakes occur.

10 Q Got it.

11 You have not conducted an audit to see how
12 often those mistakes had occurred?

13 A The plant does those audits.

14 Q You have not reviewed those audits?

15 A No.

16 Q Not for today?

17 A No.

18 Q You have access to those audits?

19 A Yes.

20 Q Have you ever reviewed the audits?

21 A Yes.

22 Q When was the last time you reviewed those
23 audits?

24 A If a grower said that the trailers don't
25 match up, we'd review them.

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1 Q Got it.

2 So it's dependent on the grower
3 identifying a problem?

4 A Yes.

5 Q And are you aware of an inaccuracy for
6 live haul tickets as it relates to plaintiff?

7 A There was one time where a tare weight was
8 off.

9 Q When was that?

10 A I don't know the exact date.

11 Q Do you remember what year it was?

12 A 2018.

13 Q And that was plaintiff bringing that to
14 your attention?

15 A Yes.

16 Q Any other instances that he raised this?

17 A No.

18 MS. SANTEN: Objection, vague.

19 BY MR. KLORFEIN:

20 Q So the only time Perdue is aware of of
21 plaintiff raising this was in 2018?

22 A I believe so.

23 Q Are you aware of any amounts that were
24 withheld or deducted from plaintiff's pay as part of
25 the settlement process?

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1 MS. SANTEN: Object to form.

2 A If his cost was higher than average, then
3 there would be a deduction in his pay.

4 BY MR. KLORFEIN:

5 Q Can you walk me through that process of
6 how Perdue assesses whether or not the cost for the
7 average is too high necessitating a reduction in
8 pay?

9 A You -- there's a chick cost per chick, and
10 there's a set feed cost per pound of feed, and you
11 multiply the chick cost times the number of chicks,
12 the feed cost times the amount of feed pounds, and
13 you divide by the live pounds, and that gives you an
14 average cost -- or that gives you a cost for the
15 farm. And it's compared to the average for the
16 week, and if your cost is lower than average for the
17 week, you get a premium, and if it's higher than
18 average for the week, you get a deduction.

19 Q Deduction in pay?

20 A Yes.

21 Q Are you aware of that occurring to
22 plaintiff?

23 A Both ways.

24 Q So that's a yes, he --

25 A Yes.

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1 Q -- has had his deducted -- his pay
2 deducted based on --

3 A And he's had it increased based on that.

4 Q Are you aware of plaintiff having a loan
5 with First Financial?

6 A Yes.

7 Q Can you walk me through the process for
8 how a grower obtains a loan with Perdue?

9 MS. SANTEN: Object to form.

10 A You mentioned First Financial, and you're
11 saying obtained a loan with Perdue. Which one are
12 you talking about?

13 BY MR. KLORFEIN:

14 Q Does -- well, let me back up.

15 In the Perry area, do you know what
16 percentage of growers have a loan with First
17 Financial?

18 MS. SANTEN: Objection, outside the scope.

19 A I would -- I don't know percentage-wise,
20 I'd have to do the math, but probably just a couple.

21 BY MR. KLORFEIN:

22 Q Just a few?

23 A Yes.

24 Q Do the majority of growers use a different
25 financial institution?

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1 everyone is interested in doing that business.

2 Q And those lenders have expertise in that
3 area?

4 A Yes.

5 Q Does Perdue have approved lenders?

6 MS. SANTEN: Object to form.

7 A No.

8 BY MR. KLORFEIN:

9 Q It does not have any position on which
10 lenders it's willing to work with or not?

11 A Not at all. Just tell us where to send
12 the check.

13 (Plaintiff's Exhibit 48 was marked for
14 identification.)

15 BY MR. KLORFEIN:

16 Q Handing you what has been marked as
17 Plaintiff's Exhibit 48, begins Bates Perdue 1392.

18 Is this a grower pay summary for
19 plaintiff?

20 A Yes.

21 Q Have you seen this document before?

22 A Yes.

23 Q In preparation for today's deposition?

24 A Yes.

25 Q Under the Payments section under Base Pay

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1 it lists an amount. Do you see that?

2 A Yes.

3 Q And under APC Incentive it lists a number.

4 Do you see that?

5 A Yes.

6 Q What does "APC Incentive" mean?

7 A As I've already mentioned, that's
8 comparing you to the average for the week, and your
9 pay is either deducted or it's increased based on
10 how your cost was compared to others.

11 Q And in this case this was a deduction
12 based on that APC?

13 A Yes.

14 Q Do you know how often there was a
15 deduction versus a bonus for plaintiff based on the
16 APC?

17 A From what I looked at in preparation, it
18 was probably 50-50.

19 Q You don't remember year to year whether or
20 not it was more or less?

21 A I remember when he first started growing,
22 it was always positive.

23 Q Do you know when that changed?

24 A No.

25 Q Under the Total, it lists Total

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1 Deductions?

2 A Yes.

3 Q Now, aside from the APC Incentive, can you
4 walk me through the other deductions that fed into
5 that Total Deductions line item?

6 A His bank payment, bug spray, feed trays,
7 bait stations, and a demand note for chlorine
8 dioxide.

9 Q And you've turned to the next page, Perdue
10 1393, right?

11 A Yes.

12 Q Under the bottom part of that page
13 Deductions column?

14 A Yes.

15 Q So you referenced First Financial.

16 A No, I didn't, but they're included.

17 Q Sorry, you referenced the bank payment.

18 A Right.

19 Q And that's what you were referring to?

20 A I was referring to the bank payment on the
21 front page that said Magnolia State Bank.

22 Q Got it.

23 Under Perdue Farms chlorine dioxide?

24 A Yes.

25 Q That was a deduction based on an amount

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1 owed to Perdue for chlorine dioxide?

2 A For the promissory note for the chlorine
3 dioxide system. We paid for the product, and they
4 paid for the system.

5 Q Got you.

6 What is the chlorine dioxide system?

7 A It's a water sanitizer.

8 Q And how many growers in the Perdue area
9 have a chlorine dioxide system?

10 A Half.

11 Q What do the other half use?

12 A Nothing.

13 Q And is there any bonus or incentive to
14 have a chlorine dioxide system?

15 A We think you grow better chickens with it.

16 Q Besides that?

17 A No.

18 Q Does that enable you to reach a certain
19 tier?

20 A No.

21 Q That's not factored into the tiering
22 requirements at all?

23 A Can I see a copy of the payment schedule?

24 Q Maybe at a break we can go to that, but I
25 guess my question is, do you know whether or not a

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1 MR. KLORFEIN: You can set that aside.

2 (Plaintiff's Exhibit 50 was marked for
3 identification.)

4 BY MR. KLORFEIN:

5 Q Handed you what's been marked Plaintiff's
6 Exhibit 50. It begins Bates Perdue 7018. Do you
7 recognize this document?

8 A Yes.

9 Q What is it?

10 A Housing specs.

11 Q And if you turn to the 12th page of this,
12 which is Bates 7029, it references approved vendors.
13 Under that, it says Parker's Poultry for equipment
14 contractors. Do you see that?

15 A Yes.

16 Q Have you seen this document before?

17 A Yes.

18 Q What is it?

19 A It's a list of people that are in the
20 business of building chicken houses and constructing
21 new houses.

22 Q And do you recall what years Parker's
23 Poultry was listed as an approved vendor?

24 A I would say he was from 2010 to -- until
25 he stopped his business. He continued some work

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1 with our farmers after he stopped growing.

2 Q Is it your testimony that he was listed as
3 an approved vendor after his contract with Perdue
4 ended?

5 A Yes. Well, wouldn't have been listed as
6 an approved vendor, but he continued to do work.

7 Q So maybe walk me through what constitutes
8 an approved vendor in Perdue's mind and why he would
9 be listed or not listed.

10 A Just somebody that wanted -- that wanted
11 to be put on our list and asked us, Can I put you --
12 Will you put me on the list? I remember Dale
13 specifically saying, Can I get on the list because I
14 want to be on call to, you know, handle repairs.

15 Q He was removed from that list of approved
16 vendors?

17 A He didn't live in the area anymore.

18 Q And to your recollection, was that -- did
19 that coincide to when he was removed from the list?

20 A I don't remember the exact date.

21 Q Okay.

22 (Plaintiff's Exhibit 51 was marked for
23 identification.)

24 BY MR. KLORFEIN:

25 Q Handed you what has been marked

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1 Q Same question as to other third parties
2 that Perdue might have communicated with, who did
3 you speak with in order to prepare for that topic?

4 MS. SANTEN: Again, the topic is the types
5 of communications defendants may have had with third
6 parties regarding plaintiff's grower business.

7 A I talked with -- you know, we talked with
8 Dan about a conversation he had with the Georgia
9 Department of Agriculture about a pit that was
10 uncovered. I talked with Tim Little about a
11 conversation he had with Gail. That's the one I
12 remember.

13 And talked with Kathryn about a
14 conversation she had with -- no. Let's see. No,
15 that was Dan had the conversation with the
16 Department of Ag, and I had a conversation with the
17 EMC, and I had a conversation with the USDA. That's
18 it.

19 BY MR. KLORFEIN:

20 Q Let's talk about that conversation you had
21 with the USDA. When did that occur?

22 A That would have been in 2017, I believe.

23 Q What was the nature of that communication?

24 A A representative from Packers and
25 Stockyards called me and said that Dale had filed a

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1 complaint and that he wanted me to look into Dale's
2 last flock.

3 (Reporter clarification.)

4 BY MR. KLORFEIN:

5 Q Do you recall when that occurred in 2017?

6 A I don't remember the exact date.

7 Q Do you remember what month it was?

8 A I believe it was August.

9 Q And what did you do in response to that
10 call?

11 A I looked into the flock, and we ended up
12 paying him his six flock average.

13 Q Aside from that call in around August 2017
14 with the USDA, did you have any other separate
15 conversations with the USDA about --

16 A No.

17 Q -- plaintiff?

18 A I called him after we resolved it and told
19 him that we had paid Dale his six flock.

20 Q Any subsequent communications with USDA?

21 A No.

22 Q Aside from -- setting you aside for a
23 moment, what about others at Perdue?

24 A No.

25 Q Did you interview witnesses in preparation

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1 A You know, in general the growers wanted to
2 get it from us. They could get the rat bait or
3 other supplies from a poultry supply house, but our
4 cost was more competitive. So, I mean, it was
5 supplies that they would generally use on a farm,
6 and we had the benefit of purchasing power.

7 Q My question was slightly different. It's
8 what determines whether or not Perdue would eat that
9 cost or not?

10 MS. SANTEN: Object to form.

11 A I think that's in the contract, maybe
12 Section 2, what we provide.

13 BY MR. KLORFEIN:

14 Q Handing you what has previously been
15 marked as Plaintiff's Exhibit 6.

16 (Plaintiff's Exhibit 6 was marked for
17 identification.)

18 BY MR. KLORFEIN:

19 Q Do you recognize this document?

20 A Yes.

21 Q What is it?

22 A An equipment list.

23 Q And was this document provided to growers?

24 A Yes.

25 Q What is the purpose of providing it to

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1 growers?

2 A It's kind of like a grocery list of what
3 you would want if you were growing chickens, the
4 equipment you'd want in a house.

5 Q Are certain things on this list something
6 that every grower needs?

7 MS. SANTEN: Objection, vague.

8 A Yes.

9 BY MR. KLORFEIN:

10 Q So some of these things are required by
11 Perdue?

12 A They're not required, but they're needed
13 to grow chickens.

14 Q So if a grower did not have these things,
15 could it grow for Perdue?

16 A No. If they didn't have heaters, they
17 couldn't grow for Perdue.

18 Q So that's required?

19 A Absolutely.

20 Q Okay. Besides heaters, let's walk through
21 which other ones are required to grow for Perdue.

22 So --

23 A Feed lines.

24 Q Feed lines. Which one is that?

25 A Number 1. Control pans are part of your

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1 feed lines. They activate your feed lines. You
2 can't do without them. Hoppers is part of your
3 control pans -- or your feed system. You can't do
4 without it.

5 I don't care what kind of winches they
6 have, but you can't raise and lower equipment. You
7 don't have to have hand cranks. Some people use an
8 electronic drill, which is the next item. You need
9 brood curtains to separate the brood chamber. You
10 need feed bins or you would not have a place to
11 store your feed --

12 Q It might be easier just to identify which
13 ones do you not need? You've identified --

14 (Crosstalk.)

15 A Chick mates.

16 Q Number 10?

17 A Yeah. You don't -- there's not a set
18 number of feed trays. You always have the -- the
19 latitude to do more or less, but that would affect
20 your tier pay.

21 Q Got it.

22 So if you didn't have enough poly feed
23 trays, you might be bumped down to --

24 A Yeah, your tier pay, uh-huh.

25 Q Let me just finish my question.

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1 If you did not have the requisite number
2 of poly feed trays, you would not qualify for a
3 certain tier?

4 A That's right.

5 Q And presumably you couldn't have zero feed
6 trays?

7 A No, you could not have zero feed trays. I
8 mean, all this is if you -- if you don't have it,
9 you can't grow chickens, a lot of it is. And I
10 don't understand your question. I mean, it's not --
11 it's not that there's not leeway on this. You can
12 buy what kind you want, you can buy the amount you
13 want, you can always go more, you can go less.

14 Q Yeah, I'm just trying to understand --

15 A Yeah.

16 Q -- what is required here. That's it. And
17 it seems like a lot of these things are required.

18 A Yeah. Yeah.

19 Q Okay.

20 A You know, it says cone fans; you don't
21 have to have cone fans. It says 6-inch
22 recirculating pads; you don't have to have 6-inch
23 recirculating pads. You could have 4-inch. I
24 mean...

25 Q Are there any manuals that Perdue requires

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1 Q Who's responsible for filling it out?

2 A The person at the scale house.

3 Q Do you know who that is for Perry?

4 A I don't know who it is currently. People
5 change there.

6 Q Sure. Do you know who that was at Perry
7 for 2012 through 2019?

8 A Maybe Kadishe. Kadishe March.

9 Q Anybody else?

10 A Don't know.

11 Q You can set that aside.

12 I've handed you what's been previously
13 marked as Plaintiff's Exhibit 17, Bates Perdue 7333.

14 (Plaintiff's Exhibit 17 was marked for
15 identification.)

16 BY MR. KLORFEIN:

17 Q Do you recognize this e-mail?

18 A Yes.

19 Q Was this the six flock average paid due to
20 the tare weight error that you were referencing
21 earlier?

22 A I think so.

23 Q So what is your memory of what happened
24 after you were contacted by USDA?

25 A I had the plant look into the weights; I

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1 looked at the weights; we looked at the feed
2 tickets; we cross-referenced feed tickets that were
3 on his farm and weight tickets that were on his
4 farm. We didn't find anything wrong, and that's why
5 we didn't do anything the first time that it refers
6 to.

7 Then after he called, looked into the --
8 we looked at the tare weights, and there was a tare
9 weight that was a little bit off, not enough to
10 throw up an alarm, but since P&S had called us, we
11 decided to pay him his six flock.

12 Q Okay. So the first time there was the
13 discrepancy brought to your attention, that was Dale
14 doing so?

15 A I don't remember.

16 Q Got you.

17 But you referenced there were two
18 independent times --

19 A Yes.

20 Q -- right? And so the second time P&S had
21 called, right?

22 A Yes.

23 Q And P&S, just so we're clear, is --

24 A Oh. I didn't mean to interrupt you. Go
25 ahead.

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1 Q Sure. Could you define P&S for me?

2 A Packers and Stockyards.

3 Q That's USDA?

4 A Yes.

5 Q And so the first time it was brought to
6 Perdue's attention before the USDA was involved,
7 Perdue did not adjust the calculation.

8 A Yes.

9 Q And then after the USDA was called and
10 reached out to you, Perdue made an adjustment to
11 that.

12 A I don't know if it was Dale making a
13 complaint or if it was -- sometimes when a farm does
14 really bad we will figure their six flock, and then
15 we'll investigate it. Just for the -- just to speed
16 things up we might tell them to look at -- to figure
17 the six flock in case we need to pay it, and then
18 we'll make the determination whether we pay it or
19 not.

20 Q But Perdue did, in fact, make a
21 determination to pay the six flock average the
22 second time.

23 A Yes.

24 Q And that was after USDA contacted you.

25 A Yes.

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1 Q Just so I understand, why would Perdue pay
2 a six flock average instead of trying to
3 understand -- fixing the one tare weight ticket
4 issue?

5 MS. SANTEN: Objection, outside the scope.

6 A Not sure what you're asking.

7 BY MR. KLORFEIN:

8 Q Sure. If there's a tare weight ticket
9 issue, there's an error, could Perdue address that
10 error?

11 MS. SANTEN: Same objection, outside the
12 scope, vague.

13 A There's no way to definitively prove what
14 the tare weight should have been if there's an
15 error, so you pay them their six flock.

16 BY MR. KLORFEIN:

17 Q Got you.

18 So --

19 A I can't make stuff up, or then I would be
20 in trouble with P&S.

21 Q Understood.

22 Does Perdue maintain all tare weight
23 tickets just as part of its recordkeeping process?

24 A Yes.

25 Q For how long?

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1 A I don't know the retention policy on tare
2 weight tickets.

3 Q Is it more than a couple months?

4 A Yes.

5 Q So by this point in time y'all still had
6 the tare weight tickets, right?

7 A Yes.

8 Q So could you have gone back and looked at
9 the tare weight tickets to understand what the error
10 was and how to address that?

11 A It's not transcribing a number. It could
12 have been that the truck was not pulled onto the
13 scales. There's no way to go back in time and tell
14 whether the truck was on the scales or not.

15 Q Got you.

16 Aside from truck not being on the scales,
17 are there other ways for an error to be introduced
18 in the tare weight ticketing system?

19 A It looked like to me in this situation the
20 driver might not have filled up with fuel before he
21 got back on the scales.

22 Q And what led you to that conclusion?

23 A Because it was a minor discrepancy on tare
24 weights.

25 Q And how do you define "minor"?

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1 A Less than a thousand pounds.

2 Q Got you.

3 So if it's less than a thousand pounds,
4 that might be a minor issue?

5 A There's not a hard-and-fast rule.

6 Q That's your rule?

7 A The only reason we paid Dale six flock is
8 because P&S called.

9 Q And when P&S calls, y'all act?

10 A Yes.

11 MS. SANTEN: Jarred, has this been marked,
12 is it 54?

13 MR. KLORFEIN: It's previously marked 17.

14 MS. SANTEN: It's not on our copy.

15 MR. KLORFEIN: For whatever reason the
16 printed copies did not address that. I will make
17 sure to identify each one as we hand them over.

18 MS. SANTEN: Okay. So 19 from what?

19 MR. KLORFEIN: Prior depositions. We've
20 numbered them consecutively, so if it's a prior
21 exhibit --

22 MS. SANTEN: Because we're at, like, 54,
23 53. So what would this be 19 to?

24 MR. KLORFEIN: We picked up immediately
25 after the previous one, so depending on the cutoff,

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1 it would have been either the 30(b)(6), Mizell,
2 Roberts, but we have used a consistent numbering
3 scheme throughout.

4 MS. SANTEN: I'm trying to figure out
5 we've used 52, 53, 54 for some today, so how are we
6 determining that this is 19?

7 MR. KLORFEIN: Do you want to go off the
8 record for a moment?

9 THE VIDEOGRAPHER: The time is 2:42 p.m.
10 We are off the record.

11 (Recess 2:42-3:06 p.m.)

12 THE VIDEOGRAPHER: The time is 3:06 p.m.
13 We are back on video record.

14 BY MR. KLORFEIN:

15 Q Mr. Copeland, I've handed you what's been
16 previously marked Plaintiff's Exhibit 19.

17 A Yes.

18 Q Bates Perdue 7373.

19 (Plaintiff's Exhibit 19 was marked for
20 identification.)

21 BY MR. KLORFEIN:

22 Q Do you recognize this e-mail?

23 A Yes.

24 Q Is this referring to the decision to
25 make -- to use a six flock average for Mr. Parker?

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1 A Yes.

2 Q That was in -- November 17th that y'all
3 made that decision?

4 A Yes.

5 Q Or potentially earlier?

6 A It was earlier. This would have been
7 subsequent flock.

8 Q Got it.

9 (Plaintiff's Exhibit 20 was marked for
10 identification.)

11 BY MR. KLORFEIN:

12 Q Handing you what has been previously
13 marked as Plaintiff's Exhibit 20.

14 MR. KLORFEIN: Counsel, we've marked 20 on
15 that exhibit. This is Bates Perdue 7380.

16 BY MR. KLORFEIN:

17 Q Do you recognize this e-mail thread?

18 A Yes.

19 Q And you are e-mailing Ellen Dunn to pay
20 Hazel Lee the six flock average?

21 A Yes.

22 Q You reference the procedural error. Is
23 this the same error that we were talking about
24 earlier?

25 A This looks like it was the error with the

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1 tare weights that the USDA called about rather than
2 the first one.

3 Q Does this refresh your recollection as to
4 whether or not it was a vehicle not fully on the
5 scale or some other issue?

6 A No, I don't have any way of knowing that.

7 Q No recollection about what the cause of
8 that error was?

9 A There's no way to know that.

10 Q You couldn't look back at the tare
11 weights?

12 MS. SANTEN: Objection, asked and
13 answered.

14 A There's no way to know. I mean, you
15 could -- you might see that a tare weight looked
16 off, but there's no way to know what happened. It
17 could be right.

18 BY MR. KLOREIN:

19 Q You already testified that Perdue
20 maintains the tare weight tickets for a certain
21 period of time, right?

22 A Yes.

23 Q Why does it do that?

24 A In case you need to refer back to it for
25 settlements.

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1 Q And did you refer back to the tare weights
2 in this instance?

3 A Yes.

4 Q And you were unable to determine what the
5 problem was?

6 MS. SANTEN: Objection, asked and
7 answered.

8 A You can only see that there was a problem.
9 You cannot tell what the problem was.

10 BY MR. KLORFEIN:

11 Q And you saw there was a problem here?

12 A Yes.

13 Q But you don't know what procedural error
14 you're referring to?

15 A No.

16 Q Then you ask for the calculation as soon
17 as possible, today if possible.

18 A Yes.

19 Q This is November 30th?

20 A Yes.

21 Q So several weeks went by after you made
22 the decision to pay him the flock -- six flock
23 average?

24 MS. SANTEN: Objection, misstates the
25 exhibits.

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1 A Sure. Yes.

2 BY MR. KLOREIN:

3 Q Now, these issues that arose with USDA,
4 this was all occurring in 2017, right?

5 A There was only one issue.

6 Q Right, but Mr. Parker had identified an
7 error earlier than when the USDA had brought it to
8 your attention, right?

9 A Yes.

10 Q That all occurred in 2017?

11 A Yes.

12 Q Do you recall in 2017 any other instance
13 where Mr. Parker brought to Perdue's attention
14 additional errors with the tare weight tickets?

15 A Dale thought -- he was always looking for
16 a reason to say that something was wrong, and we
17 could -- in general we could never find anything
18 wrong. There was no issues with the tare weight
19 tickets. He was making excuses for his poor
20 performance.

21 Q Well, we can agree that at least one of
22 the times that he brought it to your attention --

23 A Yes.

24 Q -- he was right.

25 A Yes.

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1 Q Do you recall any other time in 2017 that
2 he brought a tare weight ticket to Perdue's
3 attention?

4 MS. SANTEN: Objection, outside the scope.

5 A There was two times --

6 BY MR. KLORFEIN:

7 Q In 2017 that we already discussed?

8 A -- that we already covered.

9 Q No other times besides those?

10 A He probably complained before then, but he
11 was incorrect. If we found something, we were
12 obviously willing to correct it.

13 Q Well, this was after the USDA had reached
14 out to you, right?

15 A We didn't find it until they reached out
16 to us.

17 (Plaintiff's Exhibit 24 was marked for
18 identification.)

19 BY MR. KLORFEIN:

20 Q Handing you what has been previously
21 marked as Plaintiff's Exhibit 24, Bates Perdue 8011.

22 Do you recognize this as a text exchange
23 between Dale Parker and Kathryn Mizell?

24 A Yes.

25 Q And on the second page, Bates 8012,

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1 Q When did she bring it to your attention?

2 A I do not know.

3 Q Do you recall how she brought it to your
4 attention?

5 MS. SANTEN: Same objection just to this
6 line of inquiry generally.

7 A No.

8 BY MR. KLORFEIN:

9 Q Do you recall what you did in response to
10 that?

11 A No.

12 Q Do you remember any other details about an
13 issue that Mr. Parker raised regarding tare weight
14 tickets in September 2018?

15 MS. SANTEN: Same objection, outside the
16 scope of topics.

17 A As I said before, he was always trying to
18 scheme and trying to figure out a way to make
19 excuses for his poor performance. This is obviously
20 his word against ours. Does he have -- he says he's
21 got a video. Do you have it?

22 BY MR. KLORFEIN:

23 Q Do you recall any details about this
24 incident?

25 A Yes.

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1 Q What are the details you remember?

2 A I remember Dale was always complaining to
3 make excuses for his poor performance, and we could
4 never find any errors.

5 Q Well, you found at least one error, right?

6 A We found two, and we corrected them.

7 Q Well, we talked about two errors in 2017.

8 A Yes.

9 Q You corrected the second one.

10 A We corrected both of them. He was paid
11 six flock average for flock 46 and 48.

12 Q And that was after the USDA brought it to
13 your attention?

14 A One was after Dale brought it to our
15 attention; the other was after USDA.

16 Q Well, you corrected that first issue after
17 USDA brought it to your attention.

18 MS. SANTEN: Objection, asked and
19 answered.

20 A Corrected the first one after Dale brought
21 it to our attention.

22 BY MR. KLORFEIN:

23 Q Both of those occurred after USDA had
24 reached out.

25 MS. SANTEN: Objection, misstates

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1 testimony.

2 A We only corrected one that the USDA asked
3 about. The other was at Dale's request.

4 BY MR. KLORFEIN:

5 Q You did not --

6 A We did not find an error in the one from
7 USDA when Dale mentioned it; we found it later.

8 Q But you did, in fact, find a procedural
9 error, right?

10 A A tare weight was off.

11 Q You found a procedural error, yes?

12 A Yes.

13 Q But you don't recall any further details
14 about investigating this issue in September 2018?

15 MS. SANTEN: Same objection, outside the
16 scope of topics.

17 A We investigate every flock that someone
18 complains about.

19 BY MR. KLORFEIN:

20 Q You just don't remember the details of
21 this investigation?

22 A I mean, I knew about the text message of
23 Dale saying the numbers did not match, but, again,
24 he had no proof. If he had a video, he didn't show
25 us.

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1 BY MR. KLORFEIN:

2 Q Do you recall receiving a draft letter
3 from Ms. Mizell two days later describing
4 requirements that were being imposed on Mr. Parker?

5 A I believe it was a repair list, and
6 regarding what you just said, we never terminated
7 Mr. Parker's contract. He could still be growing
8 today if he would fix the repairs.

9 Q Got you. But that draft letter was sent
10 to you two days after this issue was raised?

11 A Coincidence.

12 Q Do you recall asking Ms. Mizell for that
13 letter?

14 A No, I don't.

15 Q Do you believe that she drafted it on her
16 own initiative?

17 A Yes.

18 Q You had no discussions about that letter
19 prior to her sending it to you?

20 A It was based on visits she had made on the
21 farm prior to that flock settling.

22 Q Do you remember having a discussion with
23 her about such a letter before she sent you a draft?

24 A She may have told me that she was going to
25 type a letter, but I wouldn't know what was in it.

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1 A I didn't know about this text message.

2 Q So that's a no, you did not investigate
3 that issue?

4 A No.

5 (Plaintiff's Exhibit 54 was marked for
6 identification.)

7 BY MR. KLORFEIN:

8 Q I'm marking Plaintiff's Exhibit 54, Bates
9 7767.

10 Do you recognize this e-mail chain?

11 A Yes.

12 Q Do you see the e-mail from Roger Parker on
13 May 9th to Kathryn Mizell?

14 A Yes.

15 Q He references an issue with the fans in
16 that e-mail?

17 A Yes.

18 Q At the end he says: Please help me?

19 A Yes.

20 Q And Ms. Mizell forwards that e-mail to
21 you, correct?

22 A Yes.

23 Q This is in May 2019. Do you see that?

24 A Yes.

25 Q Did you conduct any investigation to

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1 turn.

2 Q Ms. Mizell responds: Clay and I will meet
3 with you next week.

4 A Okay.

5 Q Do you recall that meeting?

6 A Yes.

7 Q What was the nature of that meeting?

8 A We went out there to discuss the repairs
9 that he had done.

10 Q And was Perdue at any point in time in
11 August 2019 waiting until those repairs were done
12 before it would place chickens?

13 A Yes.

14 Q So at this point in time, Perdue was not
15 placing chickens at Hazel Lee?

16 A Again, this e-mail thread is -- he thought
17 he was supposed to be on earlier than he was.
18 You're asking me about this e-mail. He thought he
19 was supposed to place back that week, and he was
20 not.

21 Q Setting aside this text. By August 2019,
22 Perdue was withholding chickens, correct?

23 A We paused placement until he had repairs
24 done. I don't know if it was that exact week or the
25 following week.

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1 Q And the following week you did meet with
2 Mr. Parker?

3 A Yes.

4 Q Who else attended that meeting?

5 A Kathryn.

6 Q Anybody else?

7 A Maybe his farm worker.

8 Q But you couldn't say one way or the other?

9 A Pretty sure his farm worker was there.

10 Q Do you recall who that was?

11 A No. They hire the farm workers. I don't
12 know who they are.

13 Q And what did you communicate at this
14 meeting?

15 A We walked the farm, and repairs hadn't
16 been made.

17 Q So at that point did you determine not to
18 place chickens on the farm?

19 A We told him once the repairs were made, we
20 would place chickens on the farm.

21 Q So that's a no, Perdue was not placing
22 chickens on the farm at that time?

23 MS. SANTEN: Objection, asked and
24 answered.

25 A We paused placing chickens until the

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1 repairs were made.

2 BY MR. KLORFEIN:

3 Q Mr. Parker continues referencing how he
4 replaced the motors after being told the fans was
5 all that you wanted. Do you recall that
6 communication?

7 A He replaced the motors with used motors
8 that were defective. He references this in your
9 prior e-mail. He admits that there were 13 fans
10 that weren't working.

11 Q Do you know who supplied those fans?

12 A No. He bought them from wherever --
13 probably bought them from a used -- a farm that he
14 worked on for Harrison or some other company.

15 Q But you don't know?

16 A No, I don't know.

17 Q Did you go to Hazel Lee to meet with
18 Mr. Parker before this time in Plaintiff's Exhibit
19 33?

20 A It says we went the following week, or we
21 were planning on going the following week.

22 Q Sure. Prior to that time, did you have a
23 meeting with Ms. Mizell and Mr. Parker at Hazel Lee?

24 A I don't know the --

25 MS. SANTEN: Objection, vague.

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1 an issue with the tare weight ticket, what is the
2 process that you respond to; what's the typical
3 process?

4 A Usually they show up at our door, and they
5 say that they're there to go through our records,
6 and they ask for specific weeks, and they sit in our
7 office and go through all the accounting records for
8 that -- for those weeks, and they don't tell us who
9 registered the complaint.

10 Q It's anonymous?

11 A Yes.

12 Q You're also the corporate representative
13 designated to discuss defendant's decision to cease
14 providing flocks to plaintiff, correct?

15 A Yes.

16 Q So walk me through Perdue's decision to
17 cease providing flocks to plaintiff.

18 A We never ceased providing flocks to him.
19 He could still be growing today had he completed the
20 repairs.

21 Q Okay. Walk me through the decision-making
22 process to pause placing chickens on his farm.

23 A Kathryn went out to the farm, and there
24 was -- in my opinion it was criminal animal abuse
25 going on on the farm. He didn't have adequate

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1 ventilation, he did not have adequate feed or water,
2 and he needed repairs to be done. So she made a
3 list of repairs, we presented it to Dale and told
4 him when he finished repairs, he could get chickens
5 back, and he never finished the repairs.

6 Q When did Kathryn first begin compiling
7 this list of repairs?

8 A In October of 2019.

9 Q And you don't recall whether or not that
10 was at your direction or on her own initiative?

11 A It was on her own.

12 Q Any other reasons for the decision to
13 pause placing chickens on his farm?

14 A No.

15 MR. KLORFEIN: Why don't we go on a break.

16 THE VIDEOGRAPHER: The time is 3:47 p.m.
17 We are off video record.

18 (Recess 3:47-3:57 p.m.)

19 THE VIDEOGRAPHER: The time is 3:57 p.m.
20 We are back on video record.

21 BY MR. KLORFEIN:

22 Q Earlier in today's deposition, you talked
23 about suggestions as part of the policies for what a
24 grower was supposed to do on a daily basis.

25 Do you recall that testimony?

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1 certain growers, before this case was limited to
2 Mr. Parker's individual allegations only, whether
3 they would be willing to speak with us?

4 A Yes, that was in the interrogatories.

5 Q Okay. Let me ask a question about kind of
6 2018-2019 time period. Opposing counsel had asked
7 you what date the list of repairs was sent to
8 Parker, and you said October of 2019. Was that
9 actually October of 2018?

10 A Yes.

11 Q Okay. Can you talk me through what
12 happened from those list of repairs from October
13 2018 through the time of August 2019 when was the
14 last time we decided to withhold flocks pending
15 repairs, can you talk me through that timeline?

16 A Yes. We sent Dale the equipment list, and
17 I went out and talked to him, and then he did some
18 repairs, and visually it looked like that everything
19 would be fine, so -- and he wanted to place
20 additional flocks so that he could sell the farm.

21 So we placed additional flocks. I believe
22 he got two additional flocks, and they were pretty
23 bad. Again, animal welfare issues, fans not
24 working, stuff that you couldn't see until you put
25 it under load.

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1 So at his we placed two additional flocks
2 and then stopped again for him to make more
3 permanent repairs.

4 Q When you said you stopped again for him to
5 make more permanent repairs, approximately what time
6 frame was that?

7 A That would have been the spring of 2019
8 would probably begin the flock.

9 Q So when is the last time you recall
10 placing flocks with Mr. Parker?

11 A Spring of 2019.

12 Q When is the last time you recall him
13 having any birds on his farms?

14 A I guess it would have been July of 2019.

15 Q Okay. So is it fair then to say he did
16 not perform any other work for Perdue following July
17 or August 2019?

18 A No, he did not.

19 Q Okay. When he didn't have birds -- I know
20 we talked about hours worked. When he didn't have
21 birds at the farm, what sorts of things would
22 Mr. Parker be responsible for doing?

23 A When he didn't have birds at the farm, he
24 would prepare his litter for the next flock, which
25 would take a day, and then there would be a period

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1 Q Are those all -- are those all things that
2 growers are expected to do personally?

3 A No, they can hire someone to do it.

4 Q Okay. There was some testimony about
5 Parker's Poultry & Equipment, which was Mr. Parker's
6 outside business, being removed as an approved
7 vendor from a house equipment specification listing.

8 Do you recall that testimony?

9 A Yes.

10 Q And do you recall why Mr. Parker's
11 business might have been removed from that list?

12 A During the break we contacted Dan Roberts,
13 and he clarified that there were some issues with
14 farms that Parker had worked on, some grower
15 complaints from the work that he had done, and also,
16 like I said, he did not have any employees to work
17 anymore.

18 So we had a complaint from Larry Scott
19 about hanging the cool cells incorrectly. I think
20 he had to have that work redone. We had a complaint
21 from Rusty Blackston again about hanging cool cells
22 incorrectly, and we had William Hensley. Gail --
23 Dale put in drinker -- drinker lines in the
24 wintertime, and he put the pipes really close
25 together, so when the -- during the summertime as

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1 the pipes expanded they separated and warped the
2 pipes, and he had to have completely new drinkers.

3 Out at Hammock's farm he -- the control
4 boxes have knockouts on the side and on the bottom
5 side that you're supposed to put electrical fittings
6 in and run your wires in through the side or through
7 the bottom. Dale just drilled holes in the top,
8 which is a no-no because water, condensation,
9 whatever, dust can be pulled in through the top, and
10 he didn't use proper fittings.

11 So it was a lot of just shoddy work. And
12 word of mouth -- it was a relatively small
13 community, and word of mouth got around, and no one
14 was using him, and he had to let people go, and Brad
15 and Simon were no longer there, so yeah.

16 Q We talked about various things you did to
17 prepare for your topics to testify today, and one of
18 the topics was the types of communications that
19 Perdue had with third parties, including lenders.

20 A Uh-huh.

21 Q You mentioned that you spoke with various
22 people. Did you speak with anyone else in
23 accounting about the types of communications that
24 Perdue might have had with Parker's lenders, for
25 example?

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1 Clay Copeland c/o

2 Maggie Santen, Esq.

3

4 May 8, 2025

5 RE: Parker, Roger v. Perdue Foods, LLC

6 4/29/2025, 30(b)(6) Clay Copeland (#7341899)

7 The above-referenced transcript is available for
review.

8 Within the applicable timeframe, the witness should
9 read the testimony to verify its accuracy. If there are
10 any changes, the witness should note those with the
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of
13 Deponent and Errata and return to the deposing attorney.
14 Copies should be sent to all counsel, and to Veritext at
15 litsup-ga@veritext.com

16 Return completed errata within 30 days from
17 receipt of testimony.

18 If the witness fails to do so within the time
19 allotted, the transcript may be used as if signed.

20

21

22 Yours,

23 Veritext Legal Solutions

24

25

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1 Parker, Roger v. Perdue Foods, LLC

2 30(b)(6) Clay Copeland (#7341899)

3 E R R A T A S H E E T

4 PAGE _____ LINE _____ CHANGE _____

5 _____

6 REASON _____

7 PAGE 51 LINE 5 CHANGE Add "on the growers' behalf" to end.

8 _____

9 REASON Clarification

10 PAGE 135 LINE 1 CHANGE Add "request" after his and before we

11 _____

12 REASON Error in Transcription

13 PAGE 125 LINE 18-19 CHANGE Change "youth recognize" to "euthanize"

14 _____

15 REASON Error in transcription

16 PAGE 126 LINE 3 CHANGE Change NTC to NCC

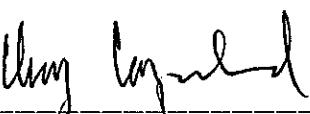
17 _____

18 REASON Error in transcription

19 PAGE _____ LINE _____ CHANGE _____

20 _____

21 REASON _____

22  6/4/24

23 30(b)(6) Clay Copeland Date

24 _____

25 _____

30(b)(6) Clay Copeland
Parker, Roger v. Perdue Foods, LLC

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1 Parker, Roger v. Perdue Foods, LLC

2 30(b)(6) Clay Copeland (#7341899)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, 30(b)(6) Clay Copeland, do hereby declare that I
5 have read the foregoing transcript, I have made any
6 corrections, additions, or changes I deemed necessary as
7 noted above to be appended hereto, and that the same is
8 a true, correct and complete transcript of the testimony
9 given by me.

10 Clay Copeland 6/4/25
11 _____

12 30(b)(6) Clay Copeland Date

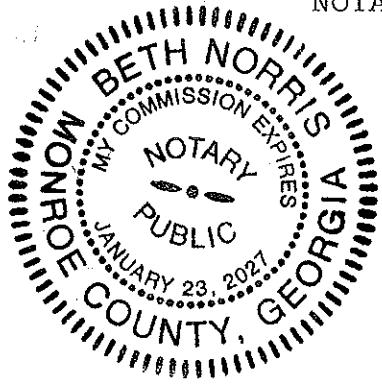
13 *If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS

15 4 DAY OF June, 2025

17 Beth Norris
18 _____

19 NOTARY PUBLIC



**Exhibit 6 and 11 to Copeland
Deposition
(Being Filed Under Seal)**

From: Copeland, Walter [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6615A90D256941A395D2793919E5AD66-WALTER COPE]
Sent: 10/9/2017 1:10:00 PM
To: Mizell, Kathryn [kathryn.mizell@perdue.com]; Dunn, Ellen [ellen.dunn@perdue.com]
Subject: FW: Hazel Lee
Attachments: 201710090903.pdf

Importance: High

I approve

-----Original Message-----

From: Dunn, Ellen
Sent: Monday, October 09, 2017 9:06 AM
To: Copeland, Walter <Walter.Copeland@Perdue.com>
Subject: Hazel Lee
Importance: High

Attached are the settlement & 6 flk pay per day calculated for Hazel Lee's 46th flk settled back on 7/30/17. I guess we discussed possibly paying him but decided not to - I had the 6 flk pay per day done already. Please let me know if you approve & I'll get the check request done. Thanks!

Ellen Dunn
DMV North & GA Settlement Coordinator
Perdue Foods LLC
Phone 410-543-3403
Fax 410-341-2106



From: Mizell, Kathryn [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=1A2053C6B02F4954B39BD60994E0BE77-KATHRYN MIZ]
Sent: 11/17/2017 2:18:13 PM
To: Dunn, Ellen [ellen.dunn@perdue.com]
CC: Copeland, Walter [walter.copeland@perdue.com]
Subject: Hazel Lee

Ellen,
Hazel Lee will be in the settlement next week with Flock 48.

I need to get his Flock 46 excluded from his 6 flock avg. I think it was about -.015.

Can you help me with that?

Kathryn Mizell
Grow Out
Perdue Foods
Office 478-994-7832
Mobile 478-258-1165



From: Copeland, Walter [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6615A90D256941A395D2793919E5AD66-WALTER COPE]
Sent: 11/30/2017 8:58:09 PM
To: Mizell, Kathryn [kathryn.mizell@perdue.com]
Subject: FW: Hazel Lee
Attachments: Hazel Lee 6 flk pay flk 48.xlsx

From: Dunn, Ellen
Sent: Thursday, November 30, 2017 3:50 PM
To: Copeland, Walter <Walter.Copeland@Perdue.com>
Subject: RE: Hazel Lee

Clay,

See if this is what you were expecting. I'll do the check request while you review the attached. Just let me know if we're going with it ☺



Ellen Dunn
DMV North & GA Settlement Coordinator
Perdue Foods LLC
Phone 410-543-3403
Fax 410-341-2106

From: Copeland, Walter
Sent: Thursday, November 30, 2017 12:41 PM
To: Dunn, Ellen <Ellen.Dunn@Perdue.com>
Cc: Mizell, Kathryn <Kathryn.Mizell@perdue.com>
Subject: Hazel Lee

Please pay Hazel Lee his six flock average pay per day for flock 48. This is due to a procedural error with the tare weights at the plant. Let me know the calculation as soon as possible. I need this to happen today if at all possible.

Clay Copeland
Live Production Manager
Perdue Foods
(c) 478-973-7034
(o) 478-994-7821
(f) 478-994-9966



Chat with "Dale Parker" <+ [REDACTED] > and another address on October 22, 2018

+ [REDACTED]
Dale Parker <+ [REDACTED]>
Unknown
Dale Parker <+ [REDACTED]>
KATHRYN MIZELL <+ [REDACTED]>
Kathryn <+ [REDACTED]>

Earliest item: 2018-10-22 00:00:03

Latest item: 2018-10-22 01:42:15

Monday 22 October 2018

Instant Message : Native Messages
00:00:03

From

KATHRYN MIZELL <+ [REDACTED]>

I don't know anything about a meeting.

Instant Message : Native Messages
00:00:21

From

KATHRYN MIZELL <+ [REDACTED]>

Oh for the route meeting. Come to another one.

Instant Message : Native Messages

00:00:54

From

Dale Parker <+ [REDACTED]>

Are they all this week?

Instant Message : Native Messages
00:02:13

From

KATHRYN MIZELL <+ [REDACTED]>

If you can't make it because you have plans then it's ok. It will be a good demonstration. Yes they'd are others but this will be the closest one. The next closest one is in Roberta. On Tuesday.

Instant Message : Native Messages

00:04:04

From

Dale Parker <+ [REDACTED]>

I will try to reschedule it to leave Friday.

Instant Message : Native Messages
00:05:01

From

KATHRYN MIZELL <+ [REDACTED]>

There is one south of Reynolds Thursday morning. Not exactly on the way but the right direction.

Instant Message : Native Messages

00:05:34

From

Dale Parker <+ [REDACTED]>

I'm a bit confused about some of the things on my list and wanted to get you to come by if possible.

Instant Message : Native Messages

00:06:06

From

Dale Parker <+ [REDACTED]>

CONFIDENTIAL



Perdue 008030

Ok on roberta.

Instant Message : Native Messages
00:07:16

From

KATHRYN MIZELL <+ [REDACTED]

Unfortunately I I am out of town on Tuesday. Monday it's hard for me to get out of the office because of settlements. Wednesday is the chicken sale. It would have to be later. Bradley should be able to answer any questions.

Instant Message : Native Messages
00:29:58

From

KATHRYN MIZELL <+1 [REDACTED]

I can meet Friday or next week sometime.

Instant Message : Native Messages

00:36:44

From

Dale Parker <+ [REDACTED] >

Your list

#1. Fans, I wanted to remind you about the motor issue i had Talked Previously with you about,the fans. We talked at the end of the flock and I also had already told you i would make sure i had good motors on before placement. The flock advisers did not have the same fans out every time. I had purchased \$8,000 worth of 1.5 hp motors and installed them with new pulleys as approved by

Dan to establish tier. I had 4. The motors run fine a few flocks but then started going out. I contacted the company and was told that i could unhook the soft start and they should be ok. That again worked a while and then the motors started blowing start capacitors and some motors went out totally. This is not neglect but an issue with new motors. I have worked daily trying to keep motors running.

#2 i have butterfly doors but no shutters. i don't have any missing or non working doors. Please explain what i need to do.

3. Like every year all farmers have issues with forced air furnaces. We have had 90plus degree weather so far. Me like every other farmer will need to check our heaters. At the end of last winter every heater was working as James ran them all.

4. Propane,

Every farmer has ran out of gas at some time. I don't ran out because i keep a spare 500 gallon tank on the farm for backup. A couple of years ago Perdue did help me with my payment but at any time did i run out because i was on auto fill where the gas company has units on the tanks that tell them when to refill. This time of year we wont come close to using 700 gallons or 70% either as we discussed when we talked.

5. I do have Your list

#1. Fans, I wanted to remind you about the motor issue i had Talked Previously with you about,the fans. We talked at the end of the flock and I also had already told you i would make sure i had good motors on before placement. The flock advisers did not have the same fans out every time. I had purchased \$8,000 worth of 1.5 hp motors and installed them with new pulleys as approved by

Dan to establish tier. I had an indipenant fan survey done and had nowhere near the amount out as you reported. 4. The motors ran fine a few flocks but then started going out. I contacted the company and was told that i could unhook the soft start and they should be ok. That again worked a while and then the motors started blowing start capacitors and some motors went out totally. This is not neglect but an issue with new motors. I have worked daily trying to keep motors running. I told you at the end of the flock i would put 1hp motors back on.

#2 i have butterfly doors but no shutters. i don't have any missing or non working doors. Please explain what i need to do.

3. Like every year all farmers have issues with forced air furnaces. We have had 90plus degree weather so far. Me like every other farmer will need to check our heaters but you are holding only me back for this. At the end of last winter every heater was working as James ran them all. Im not understanding why my placement has been held back when we have had only hot weather. You're holding me to a total different standard than others. Am i the only grower that is being held back until the heaters are 100% checked by perdue? Did Brad test them and find them bad or am i being singled out on things that i have had no issues with.

4. Propane,

I had no clue perdue Mandatory regulated the amount of propane we have in the tanks previous to placement. I don't ran out because i keep a spare 500 gallon tank on the farm for backup. A couple of years ago Perdue did help me with my payment but at any time did i run out because i was on auto fill where the gas company has units on the tanks that tell them when to refill. This time of year we wont come close to using 700 gallons or 70% either as we discussed when we talked.

5. I do have 3 cool cells off and a board to replace. I will get that done.

6. I have nothing wrong with my tunnel door in house 2. It was not down when the birds sold. i will run it to make double sure.

7. I will patch the areas where needed.

8. I do not have any holes in the houses. The birds got out when i failed to put the screws in the rear doors and the wind got up which made a gap. You were here when the truck got here at 4 pm and it was 5 am when we got finished when the delivery truck with dead baby chicks coming out from under the roll up doors. We separated chicks chickens all night. Instead of us sitting in the houses waiting on the moffit we helped. I paid another man to help also. This is how the door screws got overlooked and the birds got out.

9. We have been cleaning Water lines and will do it again. Im a little confused as to why this is on the list unless you want me to do something different.

Like i told you once before. A perdue employee told me that when i called stockyard and packers that i would be on the chopping block like another farmer that had to do it. The majority of these things will only apply to me so its very clear i am singled out for punishment. With you sending this by registered mail and taking pictures of things i will be terminated as a grower as soon as you get your case built enough. The list you made are mostly things that we have addressed or standard procedures. Some i have no clue as nothing is wrong to my knowledge. Please help me to understand what you want done and i will do it.

When i tell you my issue its like i say nothing. Instead of helping me to do a better job Different people have done everything in their power to stop me from making these repairs. Then pile things on my list that no one else is held back for and putting things on me to make me have more downtime. i have been condemned without a chance to defend myself with what happened at the end of my grow-out. Not the first call. Had i not had proof of my innocence i wouldn't have much to say. Then they go straight to finish me off. I have been called names that are not true, talked about for it and not as much as one consideration as to what their actions are doing to my life.

Although the effort is clear that you wish to disqualify me as a grower, I will continue to do my best to improve. If i fail i will be homeless so i will do my best if possible to satisfy.

Your last words to me while you were here on my farm was "keep me posted about when you get the power back on." If only that was what would have happened. 3 cool cells off and a board to replace. I will get that done.

6. I have nothing wrong with my tunnel door in house 2. It was not down when the birds sold. i will run it to make double sure.

7. I will patch the areas where needed.

8. I do not have any holes in the houses. The birds got out when i failed to put the screws in the rear doors and the wind got up which made a gap. Dont forget the fact that the truck got here at 4 pm and it was 5 am when we got finished when the delivery truck with dead baby chicks coming out from under the roll up door. You were here and we had to seporate chickens all night. Instead of us sitting in the houses waiting on the moffit we helped. I paid another man to help also. This is how the door screws got overlooked.

9. We have been cleaning them and will do it again.

A lot of things has gone from standard procedure to mandatory before i can place. Why is this happening to me?

I will continue to do my best to improve. If i fail i will be homeless so i will do my best to satisfy you. If you think i need to sell my farm then i will. If you cut me off then i loose everything i have. Hope you understand.

Thanks.

Instant Message : Native Messages

00:37:29

From

Dale Parker <+ [REDACTED]

I will ask Brad about the houses.

Instant Message : Native Messages

01:14:16

From

KATHRYN MIZELL <+ [REDACTED]

Thank you for your response to the letter. I'll look it over tomorrow and clarify each time for you.

Instant Message : Native Messages

01:14:25

From

KATHRYN MIZELL <+ [REDACTED]

Each item

Instant Message : Native Messages

01:23:27

From

Dale Parker <+ [REDACTED]

I dont doubt it being put down i was just letting you know the purpose of why things that are escalated. Thing are all of a sudden mandatory before placement and sending things certified. If youre cutting me off please just say were done and allow me time to sell.

Instant Message : Native Messages

01:25:54

From

KATHRYN MIZELL <+ [REDACTED]

It's not a cut off letter. I am asking you to prepare your farm so it will be competitive.

Instant Message : Native Messages

01:26:39

From

Dale Parker <+ [REDACTED]

You could have done that by telling me.

Instant Message : Native Messages

01:29:54

From
Dale Parker <[REDACTED]>

I was told that this is what happens when you want to disqualify a grower.

I feel the pressure is from above you with things that has happened to me since catch.

Instant Message : Native Messages

01:33:33

From
Dale Parker <[REDACTED]>

I have worked my life for what i have. Its not that much but i dont want to die and not have taken care of Gail. Im in heart failure as you know and wont live a long life.

Instant Message : Native Messages

01:34:30

From
Dale Parker <[REDACTED]>

Would you sell if you were me?

Instant Message : Native Messages

01:42:15

From
KATHRYN MIZELL <[REDACTED]>

I don't mean to be short. I have to get started early tomorrow. Can pick this up tomorrow?

[End Thread](#)

Thread Statistics

21

Instant Message Count

**Exhibit 48 and 50 to Copeland
Deposition
(Being Filed Under Seal)**

From: Mizell, Kathryn [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=1A2053C6B02F4954B39BD60994E0BE77-KATHRYN MIZ]
Sent: 5/10/2019 3:17:46 PM
To: Copeland, Walter [walter.copeland@perdue.com]; Roberts, Dan [dan.roberts@perdue.com]
Subject: Fwd: [EXTERNAL] Re: Hazel Lee visit 5/3

Sent from my iPhone

Begin forwarded message:

From: Roger Parker <poultryequipment@msn.com>
Date: May 9, 2019 at 22:10:34 EDT
To: "Mizell, Kathryn" <Kathryn.Mizell@perdue.com>
Subject: [EXTERNAL] Re: Hazel Lee visit 5/3

Although you were here yesterday i saw where you sent Brad back today for a fan outage count. When we started this growout 29 days ago Perdue had gone over the fans three times and knew that 100% of fans were working properly with new belts and tensioners where needed.

Can we go back where we started with this fan issue.

I ask and was approved to go from 1hp motors to 1.5 and change the drive pulley to get to the windspeed desired. Perdue got back with me and approved changing all the motors to 1.5 for the upgrade.

About a year later I reported to perdue that the 1.5 hp motors that were approved to bring me to tier 4 were going out all at once. I ask for help but was denied. Then i was accused of using used motors and insinuated that i was lying about not using used motors. Then upper management remembered looking at the pallet of 55, 1.5 motors on a pallet in house 1. Instead of help i was shut down for months.

Now With all the fans running at the beginning of the flock and having 13 fans out in 29 days do you believe me now? Unknowing to either of us I had installed a bad batch of motors when doing the upgrade. This amount of loss in 13 fans is far greater than normal for any grow out.

I will ask again for Perdue to help me get these upgrade motors replaced to stop this issue?

Please help me
Dale

On May 3, 2019, at 10:33 AM, Mizell, Kathryn <Kathryn.Mizell@perdue.com> wrote:

I visited the farm this morning. Below is what I found.

Hazel Lee 5/3

1- calling for 5 fans only 3 running, no migration fences, front right drinker line has no water, feed leak on the front left

2- 2 drinker lines in the back have no water. Backs ups 20 over set temp. Water leaks



3- no feed in one line. Calling for 4 fans only 2 on. No fences. Drinker line height

4- calling for 4 fans only 2 on. No fences. 2 feed lines with no feed

5-calling for 4 fans only 2 on.

6- birds not migrated. No fences. No feed in the back right. The auger is running and there is feed in the hopper but no feed is going to the pans.

All houses-

backups are set too high.

drinker lines are all over the place when it comes to heights. drinker lines are too high AND too low.

Feeders are still in flood and are too low.

No migration fences because the birds are not migrated because there are multiple feed and water line issues.

Water and feed leaks in multiple houses.

Sent from my iPhone

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